PUBLIC HEALTH SERVICE
MATERIAL TRANSFER AGREEMENT – MOUSE MODEL

This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health ("NIH"), the Food and Drug Administration ("FDA"), and the Centers for Disease Control and Prevention ("CDC"), collectively referred to herein as the United States Public Health Service ("PHS") within the Department of Health and Human Services ("DHHS"), in all transfers of research material ("Research Material") whether PHS is identified below as its Provider or Recipient.

Provider:

Recipient:

1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material:

2. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. The Research Material will only be used for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

2(a). Were Research Materials collected according to 45 CFR Part 46, "Protection of Human Subjects"?
_____ Yes (Please provide Assurance Number: _____)
_____ No
__X__ Not Applicable (Materials not collected from humans)

3. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

_____

_____

_____

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL", except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if Provider has given CONFIDENTIAL information to Recipient such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees

not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, the Research Material will be disposed of, if directed by Provider.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Unless prohibited by law from doing so, Recipient agrees to hold the Government harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

8. In accepting these animals, Recipient accepts full responsibility for/their custody, care and use under all applicable Federal laws, including but not limited to the Animal Welfare Act and implementing U.S.D.A. regulations. By transferring these animals, Provider grants no right, title or interest in any patented or patentable subject matter contained within the animals.

Recipient agrees that it will comply with the Animal Welfare Act and its implementing regulations, as applicable. Recipient agrees that it will adhere to acceptable standards for humane care and use of the animal(s), and assures the Provider that it has appropriate animal care and use policies in place. The “Public Health Service Policy on Humane Care and Use of Laboratory Animals” and “Guide for the Care and Use of Laboratory Animals” are examples of acceptable standards for humane care and use of research animals.

Recipient agrees that it will adhere to appropriate biosafety practices and use the animals in a safe and responsible manner. The National Institutes of Health/Centers for Disease Control publication, “Biosafety in Microbiological and Biomedical Laboratories” is an example of acceptable standards for biosafety practices. Recipient agrees that it will comply with applicable import/export regulations.

9. Recipient will advise and update Provider on the progress and results of the Proposed Research Plan at least once a year during the investigation and promptly at the completion thereof.

10. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

11. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

SIGNATURES BEGIN ON FOLLOWING PAGE

FOR PROVIDER:

_____ Date:_____

Authorized Signature for Provider and Title

Provider's Mailing Address:

FOR RECIPIENT:

_____ Date:_____

Authorized Signature for Recipient's Institution and Title (please print under signature)

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

_____ Date:_____

Recipient's Investigator and Title (please print under signature)

Recipient's Mailing Address:

Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§ 3801-3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or imprisonment).